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***Greyhound Lines, Inc.***

CPCN 2479, SUB 2

**NEVADA INTRASTATE MEMORANDUM CHARTER COACH TARIFF**

Naming

Charges, Rules, And Regulations

Governing

NEVADA Intrastate

Charter Coach Movements

As Authorized Herein

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Issued: April 8, 2009

Effective: May 1, 2009

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**NOTE**

The rates, rules, and regulations contained herein are subject to change by Greyhound Lines, Inc. with notice to the Nevada Transportation Authority

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Issued By:

T. Therrian  
Director – Revenue Support  
350 N. St Paul  
Dallas, Texas 75201

**ACCEPTED**

**AUG 19 2009**

Nevada Transportation Authority  
Las Vegas, Nevada

## SECTION A

RULE  
NO.

## RULES AND REGULATIONS

## 1. APPLICATION OF TARIFF:

- (A) This Tariff applies to passengers and their baggage in "Charter Coach" Bus Service INTRASTATE between points and places in the State of Nevada
- (B) Charges shown herein are in dollars and cents and are payable in lawful United States money or its equivalent.

## 2. DEFINITIONS:

The following definitions reflect the technical interpretations of words and phrases used herein. Wherever such words or phrases are used, they are designated by capitalization and quotation marks, thus, "Accommodations", "Charter Coach", etc.:

**Actual Time:**

"Actual Time", as used herein is that period of time between the report time at the "Place of Origin" to the time the "Charter Coach" is released.

**Note:** Where the time is interrupted by a temporary release of Coach prior to the final release, charges for each segment of uninterrupted time must be computed separately.

**Applicable Equipment Point:**

On any particular "Charter Movement", the "Equipment Point" nearest the "Place of Origin" shall be the "Applicable Equipment Point" for vehicles utilized up to the total number of vehicles available at that point; the "Equipment Point" next nearest the "Place of Origin" shall then become the "Applicable Equipment Point" for the remainder of such vehicles utilized up to the total number of such vehicles to be available at that point; thereafter, progressively more distant "Equipment Points" shall, in turn, become "Applicable Equipment Points" up to the number of such vehicles available at each, until sufficient equipment has been provided for the entire "Charter Movement".

**Charter Coach:**

A unit of motor passenger equipment assigned to the exclusive use of a party of persons.

**Charter Party:**

The term "Charter Party" as used herein, means a person or group of persons who pursuant to a common purpose, and under a single contract, and at a fixed charge, have acquired the exclusive use of a passenger carrying motor vehicle to travel together as a group to a specified "Place of Destination" or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Place of Origin".

**Charter Trip Or Charter Movement:**

Transportation and incidental service furnished by the Carrier in a "Charter Coach" between points authorized herein, beginning at the time and place for which the "Charter Coach" is ordered and ending at the "Place of Destination" or final release point.

**Day:**

As used herein, "Day" is each twenty-four (24) "Hour" period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".

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## RULES AND REGULATIONS

2. **DEFINITIONS:** (Concluded)**Deadhead Mileage Or Deadhead Miles:**

"Deadhead Mileage", as used herein, means the mileage traversed by a "Charter Coach" from the "Applicable Equipment Point" to the "Place of Origin" and from the "Place of Destination" to the same "Applicable Equipment Point" without passengers.

**Equipment Point:**

"Equipment Point", as used herein, means a point specifically named in Section B where equipment is held available for use in Charter Coach" service.

**Hour:**

As used herein, "Hour" is each sixty (60) minutes beginning at the time the "Charter Coach" is ordered to be at the "Place of origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".

**Live Mileage Or Live Miles:**

"Live Mileage", as used herein, means the mileage traversed by a "Charter Coach" between the "Place of Origin" and the "Place of Destination".

**Place Of Destination:**

The term "Place of Destination", as used herein, means the place where the "Charter Coach" is vacated and released by the "Charter Party".

**Place Of Origin:**

The term "Place of Origin", as used herein, means the place where the "Charter Party" orders the "Charter Coach" to be at the start of the "Charter Trip".

**Waiting Time:**

Any period of time in excess of one-half (1/2) "Hour" during which the "Charter Coach" is not in motion, at the request, with the consent, or for the convenience of the "Charter Party".

**Note:** "Waiting Time" does not include normal rest stops, meal stops, or layover time for repairs.

3. **DETERMINATION OF MILEAGE:**

(A) Mileage will be determined from and in accordance with the provisions of any of the following sources, as determined by the Carrier:

- (1) Computer mileage data software: Prophecy Easy Street

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**4. BAGGAGE:**

- (A) Personal baggage will not be checked in "Charter Coach" Service.
- (B) The Company reserves the right, but not the obligation, to search and/or scan baggage or carry on personal property. The Company assumes no responsibility for any baggage and/or personal property whatsoever. All baggage and/or personal property will be handled only at the passenger's own risk. Passenger's baggage and/or personal property shall be transported subject to the availability of accommodations (as determined by the Company) provided by interior and/or exterior luggage bins. The Company is not responsible for any items left in/on the bus.
- (C) The "Charter Party" may order one or more additional vehicles, to provide sufficient space to accommodate the baggage and equipment to be transported.
- (D) The Carrier will not accept for transportation in "Charter Coach" Service (whether in baggage or on the person) the following strictly forbidden items: (a) decorations, (b) glass containers, (c) fuel containers, (d) pressurized tanks of any kind, (e) fireworks, (f) explosives, (g) firearms, (h) knives or other weapons. Alcoholic beverages are only allowed on the coach if a fully executed alcohol awareness acknowledgement and agreement has been received by the company prior to departure date. Contact sales associate for details.

**5. OBJECTIONABLE PERSONS:**

The Carrier reserves the right to refuse to transport any person who is under the influence of intoxicating liquor or drugs, or who is incapable of taking care of himself or herself, or who shows conduct which is such, or is likely to be such, as to make him or her objectionable to other passengers.

**Exception:** This Rule does not apply to persons who are ill and accompanied by an attendant or nurse.

**6. ANIMALS OR BIRDS:**

Animals or birds will not be carried on "Charter Trips" except with the specific permission of the Carrier and then only in custody of the "Charter Party". When passengers bring animals or birds aboard a "Charter Coach", the Carrier will not be responsible or liable for loss, damage, or injury to such birds or animals nor for damage or injury caused by the acts or actions of such animals or birds.

**7. LIABILITY:**

- (A) The Carrier does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to maintain the schedule submitted by its Agent or Employee.
- (B) If any act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, poor conditions of the road, snow storms, and other conditions beyond its control, make it, in the opinion of the Carrier, inadvisable to operate "Charter Coaches" either from the "Place of Origin" or any point enroute, the Carrier shall not be liable therefor.
- (C) **LIMITATION OF LIABILITY:** Neither party shall be held liable in the event, or for any reason, including breach of this agreement, either directly or indirectly, to the other party or to any third party for any special, indirect, incidental, punitive, exemplary, or consequential damages or loss of profits arising out of this agreement, even if such damages were foreseeable or either party has been advised of such damages. Neither party shall be liable for failure or delay in performing obligations, if such failure or delay is due to natural disasters, strike, lock out, or other industrial or transportation disturbances, law, regulations or ordinance, or any causes reasonably beyond the control of said party. Under no circumstances shall the company be responsible for any damages exceeding \$500 for a single day charter order or \$2,500 for a multiple day charter order.

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## SECTION A

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## RULES AND REGULATIONS

**8. Claims:**

A. A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.

B. Within 14 days after receipt of the claim, the carrier shall:

- (a) Compensate the shipper or consignor; or
- (b) Deliver to the shipper or consignor a written denial of the claim.

C. A denial of a claim may be appealed by the shipper or consignor to the Authority

**9. DAMAGE TO VEHICLES:**

Each vehicle assigned for Charter Service will be in good condition, including the condition of window glass and seats. Any damage to the vehicle caused by the "Charter Party" will be charged by the Carrier to the "Charter Party".

**10. GUARANTEED CHARTER COACH CHARGES:**

"Charter Movements" where a "Charter Coach" Order has been executed and full payment has been received prior to the effective date of a change will be subject to the charges in effect on the date of the "Charter Coach" Order or the date of the "charter Movement", whichever is lower.

**11. APPLICATION OF CHARGES:**

(A) The Charges published herein apply to NEVADA INTRASTATE MEMORANDUM CHARTER Coach Movements of Groups of Passengers in Forty-Seven (47) or less passenger coaches using the "Equipment Points" named herein.

(B) Charges shown herein apply for "Charter Trips" over paved, oiled, macadam roads, or roads over which the "Charter Coach" can be operated at the time of the "Charter Trip" with safety and without undue wear.

(C) All quotations are subject to the Carrier being able to supply equipment and apply only when proper arrangements have been made for the furnishing of equipment and when the Carrier can properly meet all the requirements of the city, state, national or state park, monument or reservation, through which the "Charter Coach" must pass.

(D) When a "Charter Trip" is cancelled, in whole or in part, by the "Charter Party", the Carrier will assess Charges depending upon notification prior to or after the "Dispatch Departure Time"; as provided below:

(1) "Dispatch Departure Time", as used herein, is defined as the time a "Charter Coach" would be required to leave the dispatch point at the "Applicable Equipment Point" in order to arrive at the "Place of Origin" at the time stipulated on the "Charter Coach" Order (no less than one (1) "Hour" prior to the designated Report Time).

(2) The Company must be notified in writing of cancellation. If written notice is received by the Company (i) more than thirty (30) days prior to the charter departure date, there is no cancellation fee, (ii) less than thirty (30) days but more than seventy-two (72) hours prior to the departure date, there will be a 25% cancellation fee. All cancellations received less than seventy-two (72) hours of the charter date are 100% non-refundable. The Company will cancel any charter at any time when payment terms have not been in accordance with this agreement.

**Note:** A change of departure date will be considered as a Cancellation, subject to Cancellation Charges, if applicable, and will require reconfirmation of equipment availability. Cancellation Charges may be waived by Management personnel only.

(E) Unless satisfactory credit arrangements are established, a deposit to cover the Cancellation Charge provided in Paragraph (D) of this Rule must be made with each "Charter Coach" Order. If more than one "Charter Coach" is ordered, the amount of deposit must be made for each "Charter Coach".

**ACCEPTED****AUG 19 2009**Nevada Transportation Authority  
Las Vegas, Nevada



## SECTION A

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NO.

## RULES AND REGULATIONS

## 12. COLLECTION AND REFUND:

- (A) Payment/Deposit: Unless otherwise set forth on the invoice, payment terms are as follows: (a) A 25% deposit is required and must be received by the Company less than fourteen (14) days of your receipt of the Notice of Trip Confirmation. (b) Full payment for all charter service is due thirty (30) days prior to charter departure date. If charter service is confirmed less than thirty (30) days before departure date, payment in full must be made in immediately available funds (either by money order, cashiers check, or wire transfer). Without exception, the Company must receive full payment prior to the charter departure date. All payment must indicate the date of charter departure and Trip number (located on the Notice of Confirmation) to ensure timely and proper application.
- (B) Prices Subject to Change: Until payment is made in full, all prices are subject to change.
- (C) A change in the routing, duration or any other arrangements, of a "Charter Trip" may only be changed upon approval of the Carrier. The Charges for the revised "Charter Trip" will be assessed and collected on the basis of the Charges published herein, plus any additional expenses incurred over and above those required by the original order.
- (D) Revisions: If any portion of the charter itinerary or details noted on the Notice of Trip Confirmation change, the charter price may be subject to change. Any requested revisions to the charter itinerary made less than seven (7) days prior to the scheduled charter departure are subject to a \$75 change fee (the Company will make a reasonable attempt to execute any revisions to a charter service made less than seven (7) days prior to departure date, but cannot guarantee them). Revisions to charter itinerary during service requires signature from the charter party and driver's acceptance, additional charges will be invoiced to the customer. Reductions in planned hours of service or mileage made less than seventy-two (72) hours in advance will not be refunded.
- (1) If the Charges as published herein for the revised "Charter Trip" exceed the amount first paid, the difference between the amount first paid and the proper Charges as published herein will be collected.
- (2) If the Charges as published herein for the revised "Charter Trip" are less than the amount first paid, the difference between the Charges for the revised trip and the amount first collected will be refunded.
- (E) Additional Charges: All parking fees, toll fees, and driver hotel fees are not included in the charter service price (be advised that, when applicable, each driver must be provided his/her own hotel room. See Item No. 5 in Section D hereof for details). A \$30 fee will be charged to the customer account for each check returned by the bank for non-payment. The Company reserves the right to require a cashier's check for all payments subsequent to the return of a check for non-sufficient funds. Customers will be charged 1½% or \$10, whichever is greater, monthly late fee for all charter customer receivable balances 60 days or more past due.
- (F) Refund or credit will be made to the "Charter Party" based on the difference between the payments collected and the Charges assessed in accordance with the provisions of this Tariff. Such refund or credit will be made only through the General Office of the Carrier.

ACCEPTED

AUG 19 2009

Nevada Transportation Authority  
Las Vegas, Nevada

## SECTION B

ITEM  
NO.

## EQUIPMENT POINTS

## 1. APPLICATION OF EQUIPMENT POINTS:

The Points shown below may be used as "Equipment Points" for One Way and Round Trip "Charter Movements".

## 2. EQUIPMENT POINTS:

Equipment PointApplicable Table Of Charges

Las Vegas, Nevada

C-1

## SECTION C

ITEM  
NO.

## CHARGES

## 1. COMPUTATION OF CHARGES:

The Basic Charge for "Charter Movements" will be the "Live Mileage" Charge or "Actual Time" Charge, WHICHEVER IS GREATER, plus "Deadhead Mileage" Charges and/or Drivers where applicable. Charges will be determined using the appropriate Table of Rates shown for the "Equipment Point".

## 2. SPECIAL CHARGES:

Special Charges shown in Section D hereof, when applicable, are in addition to the Transportation and/or other Charges published in this Section or in other Sections of this Tariff.

## 3. REPOSITIONING SURCHARGE:

If the demand for equipment exceeds the number of vehicles available at the "Applicable Equipment Point", a "Repositioning Surcharge" will be assessed to the total "Charter Charges" (exclusive of Tolls, Parking Fees, etc.) to cover additional Driver and administrative costs incurred.

## 5. "DEADHEAD MILEAGE" CHARGES:

"Deadhead Mileage" Charges may be waived with approval from management only.

ACCEPTED

AUG 19 2009

Nevada Transportation Authority  
Las Vegas, Nevada

## SECTION C

ITEM  
NO.

## CHARGES

TIER 1					
	STANDARD PRICING: MARCH, APR, MAY, SEPT, OCT		ALTERNATE PRICING		
	MIDWEEK	WEEKENDS	WEEKENDS		
	MON - THR & WITHIN ALLOCATION	FRI - SUN	OFF PEAK PRICE: NOV, DEC, JAN, FEB	PEAK PRICE: JUNE, JULY, AUGUST & OVER ALLOCATION	LAST MINUTE (WITHIN 3 DAYS)
		(discount up to 10%)	(discount up to 10%)	(discount up to 10%)	(discount up to 10%)
APPLIED DISCOUNT/SURCHARGE	-10%	N/A	-10%	15%	25%
Round-Trip Release Mileage	\$3.86	\$4.42	\$3.86	\$4.93	\$5.36
LIVE MILEAGE - True One Way - Never Return	\$4.45	\$4.94	\$4.45	\$5.68	\$6.18
LIVE MILEAGE - round/trip	\$3.51	\$3.90	\$3.51	\$4.49	\$4.88
DEADHEAD MILEAGE	\$2.90	\$2.90	\$2.90	\$3.34	\$3.63
TIME CHARGES: < 5	\$421	\$468	\$421	\$538	\$585
5.1 - 6	\$487	\$541	\$487	\$622	\$676
6.1 - 7	\$553	\$614	\$553	\$706	\$768
7.1 - 8	\$618	\$687	\$618	\$790	\$859
8.1 - 9	\$684	\$760	\$684	\$874	\$950
9.1 - 10	\$750	\$833	\$750	\$958	\$1,041
10.1 - 11	\$815	\$906	\$815	\$1,042	\$1,133
11.1 - 12	\$881	\$979	\$881	\$1,126	\$1,224
12.1 - 13	\$947	\$1,052	\$947	\$1,210	\$1,315
13.1 - 14	\$1,013	\$1,125	\$1,013	\$1,294	\$1,406
14.1 - 15	\$1,078	\$1,198	\$1,078	\$1,378	\$1,498
15.1 - 16	\$1,144	\$1,271	\$1,144	\$1,462	\$1,589
5 hr minimum	\$421	\$468	\$421	\$538	\$585
each additional hour	\$66	\$73	\$66	\$84	\$91
each 24 hour period	\$1,144	\$1,271	\$1,144	\$1,462	\$1,589
local transfer / one-way	\$421	\$468	\$421	\$538	\$585
DROP OFF WILL STAY AT STANDARD PRICING FOR CRUISE SHIPS					
MIDWEEK DISCOUNT = not to exceed 5% w/o mgmt approval					
USE LAST MINUTE RATE FOR:					
1) LAST MINUTE (3 DAYS OUT)					
2) SPECIAL EVENT					
3) GRAD NIGHT					
4) ONLY HOLIDAYS WHEN YOU "KNOW" GLI CAN NOT HANDLE					

ACCEPTED

AUG 19 2009

Nevada Transportation Authority  
Las Vegas, Nevada



## SECTION D

ITEM  
NO.

## SPECIAL CHARGES

**1. APPLICATION OF SPECIAL CHARGES:**

The Special Charges shown in this Section, when applicable, are in addition to the Transportation and/or other Charges published herein.

**2. TOLL CHARGES, ENTRANCE FEES, ETC.:**

Bridge Tolls, Ferry Tolls or Charges, Parking Fees, Entrance Fees or Admission Charges, Toll Road Charges, or other similar incidental costs will be collected from the "Charter Party".

**3. ADDITIONAL MILEAGE:**

Any Additional Mileage operated by the Carrier, occasioned by the Act of God, poor conditions of the road, floods, snow storms, and other circumstances beyond its control, will be charged for at the Charge applicable thereto.

**4. ADDITIONAL NON-TRANSPORTATION SERVICES:**

If, at the request of the "Charter Party", the Carrier arranges to provide special equipment and supplies in the "Charter Coach", for the convenience, comfort and/or entertainment of the the "Charter Party", or arranges for Hotel Accommodations, Meals, Sight-seeing, Entertainment or other Non-Transportation Services, all Charges involved which are incurred in the performance of such Non-Transportation Services will be assessed to and collected from the "Charter Party". It is understood that the Carrier assumes no liability for accidents, damage, loss or nonperformance of services on the part of any establishment with whom arrangements for Non-Transportation Services are made, and the Carrier's responsibility is limited to the actual Transportation Services contracted for by the "Charter Party".

**5. DRIVER RELIEF:**

Whenever a particular Driver is furnished at the specific request of a "Charter Party" or where Relief Drivers are not normally available and the "Charter Trip" is of such nature or duration that, in order to comply with the "Hours of Service of Drivers' Regulations" of the U.S. Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety, it is necessary to use one or more additional Drivers, a Charge of one hundred fifty (\$150.00) dollars will be assessed for each additional Driver required.

**6. DRIVER REQUEST:**

Whenever a particular Driver is requested by the "Charter Party" from an equipment point other than the applicable equipment point of the "Charter Trip", a Charge of fifty (\$50.00) dollars, plus twenty-five (25¢) cents per round trip mile will be assessed to position the requested Driver from his "home terminal" to the "Place of Origin" and return. This charge will be waived if the "Charter Party" assumes the cost of positioning the requested driver.

**7. LAYOVER CHARGES:**

Whenever a "Charter Trip" is of such nature or duration that, in order to comply with the "Hours of Service of Drivers' Regulations" of the U.S. Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety, it is necessary for the driver to overnight, or to be off duty for eight (8) hours or more during a one-day "Charter Movement", an additional Charge of fifty (\$50.00) dollars per overnight will be assessed for each "Charter Coach", unless the responsibility for driver accommodations is assumed by the "Charter Party."

**8. MINIMUM CHARGES FOR SPECIAL EVENTS:**

A special event means and includes major sporting events, major and unusual concerts, fairs, grad night moves, safety patrol moves, Presidential inauguration moves, Solidarity moves, Washington Rally Demonstration moves, religious gatherings, or other similar events. A 25% nonrefundable deposit must be received before equipment confirmation can be made.

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Las Vegas, Nevada

## SECTION D

ITEM  
NO.

## SPECIAL CHARGES

9. **ALCOHOL AWARENESS ACKNOWLEDGEMENT AND AGREEMENT:**

- A. The group must provide its own alcoholic beverages. The Company shall never become an intermediary, purchasing agent or provider of alcoholic beverages.
- B. The group is responsible for placement of containers and dispensing equipment so as not to block any aisle, and secured so that no safety hazard exists, nor any damage occurs to the coach and/or its interior.
- C. A security deposit in the amount of \$250 is required for a post trip clean up, to both cover the cost of any extraordinary cleaning necessary. The deposit to be refunded when the coach is returned reasonably clean and orderly.
- D. The group is advised that it is to provide adequate provisions for the responsible disposal of cans, bottles, and other litter.
- E. The group is advised that any passenger who becomes intoxicated and places the safety of others and the trip in jeopardy is subject to action including removal from the trip, or alternatively, trip cancellation and return to the point of origin.
- F. En route stops for the purpose of purchasing alcoholic beverages are not permitted.
- G. The group is advised that if they are going to consume alcohol, they must do so responsibly. The Company cannot determine the sobriety of, nor can it be responsible for members of the group either during or at the conclusion of the trip.
- H. The group of these rules prior to acceptance of the charter or trip and provided with a copy. The group leader must sign and acknowledge awareness and agreement. Acknowledgement and acceptance must be received by the company prior to departure date.

**ACCEPTED****AUG 19 2009**Nevada Transportation Authority  
Las Vegas, Nevada